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September 18, 2007

The Honorable Sue L. Robinson
United States District Court
844 North King Street
Wilmington, DE 19801

VIA ELECTRONIC FILING

Re: *Novo Nordisk A/S v. sanofi-aventis et al.*,
C.A. No. 05-645-SLR

Dear Judge Robinson:

On September 10, 2007, the Court issued an Order (D.I. 172) resolving Novo Nordisk's motion to voluntarily dismiss the above action in connection with its covenant not to sue, which the Order identifies as D.I. 152, ex. A. I write on behalf of the parties to advise the Court that D.I. 152, ex. A, is the covenant not to sue that Novo originally offered to Aventis (and attached to its motion to voluntarily dismiss), which was replaced by a revised covenant that Novo provided to Aventis in response to some concerns that were raised in Aventis's answering brief. Novo's revised covenant not to sue was attached to Novo's reply brief (D.I. 164, ex. A).

For the Court's convenience, and to avoid any potential confusion, I enclose an Amended Order that refers to Novo's revised covenant not to sue, but is otherwise identical to the Court's original Order.

Respectfully,

/s/ John G. Day

John G. Day (I.D. #2403)

JGD: nml

183991.1

cc Frederick L. Cottrell, III, Esquire (via electronic mail, w/enclosure)
Stephen J. Vitola, Esquire (via electronic mail, w/enclosure)
Paul H. Berghoff, Esquire (via electronic mail, w/enclosure)